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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY (TRENTON)**

In Re: Jason W Ramsey and Glenna M Ramsey

Chapter: 7

Bankruptcy No.: 19-22770-KCF

Debtors

11 U.S.C. § 362

Pingora Loan Servicing, LLC

Movant

vs.

Jason W Ramsey and Glenna M Ramsey

Debtors

and

Karen E. Bezner, Esquire

Trustee

RESPONDENTS

MOVANT'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Movant, by its undersigned Attorney, Sarah K. McCaffery, Esquire, hereby requests that the automatic stay be vacated so that it may forthwith initiate foreclosure or resume foreclosure on its Mortgage.

1. Movant is Pingora Loan Servicing, LLC, with an address of c/o Flagstar Bank, FSB, 5151 Corporate Drive, Troy, MI 48098-2639.

2. Debtors are the owner(s), mortgagor(s), and last grantee(s) of record to the real property situated at 810 Shirley Pkwy, Piscataway, NJ 08854, (hereinafter referred to as "mortgaged premises").

3. Movant is the owner and holder of a Mortgage, which Mortgage is presently a first priority lien against the mortgaged premises. A true and correct copy of the recorded Mortgage is attached hereto as Exhibit "A" and made a part hereof. A true and correct copy of the Promissory Note, executed by Debtors contemporaneously with the Mortgage, is attached hereto as Exhibit "B" and made a part hereof. A true and correct copy of the recorded Assignment of Mortgage is attached hereto as Exhibit "C" and made a part hereof.

4. Debtors are the Defendant(s) in a pending mortgage foreclosure proceeding venued in the Middlesex County Court of Common Pleas (Docket No. SWC-F-010299-19) as a result of chronic failure and/or refusal to make, tender, and/or deliver the monthly mortgage payments required pursuant to the terms of the Note and Mortgage.

5. The aforesaid mortgage foreclosure proceeding was stayed by the filing of this Chapter 7 case.

6. As of August 12, 2019, Debtors have not made, tendered, or delivered the June 1, 2018 through August 1, 2019 mortgage payments.

7. Debtors' mortgage loan secured by the aforesaid Mortgage is in default due to chronic non-payment.

8. As of August 12, 2019, Debtors have not made, tendered, or delivered the following monthly mortgage payments and charges:

Pre-Petition Payments 6/1/2018-11/1/2018 at \$2,686.98 each 12/1/2018-8/1/2019 at \$2,564.72 each	\$39,204.36
Late Charges	\$430.67
Total Expense Fees	\$3,106.45
Grand Total	\$42,741.48

9. As of August 12, 2019, the total amount due and owing to Movant is \$368,307.73 which is computed as follows:

Principal Balance	\$335,811.74
Interest through 08/12/2019	\$16,658.01
Late Charges	\$430.67
Escrow Advances	\$12,073.21
Total Expense Fees	\$3,106.45
Pro Rata MIP/PMI	\$227.65
Grand Total	\$368,307.73

10. Debtors filed Schedule A lists the mortgaged premises as having a value of \$359,516.00 based upon comparable sales and tax assessment. Debtors filed Schedule C claims an exemption of \$0.00 for this property.

11. Based upon Debtor's valuation of the mortgaged premises and the total amount due and owing, Debtors has nominal equity in the mortgage premises.

12. Movant is entitled to relief from the automatic stay as a result of the foregoing pre-petition defaults and because Debtor's(s') Statement of Intention indicates surrender of the mortgaged premises to Movant. A true and correct copy of the Statement of Intent is attached hereto as Exhibit "D" and incorporated hereof.

13. There is just cause for Movant to be granted relief from the automatic stay, so as to permit Movant, its successors and/or assigns, to initiate or resume foreclosure on its Mortgage including, but not limited to, the sale of the mortgaged premises as a Sheriff's Sale.

WHEREFORE, Movant respectfully requests that this Court enter an Order vacating the automatic stay under 11 U.S.C. §362(d) with respect to the mortgaged premises as to allow Movant, its successors and/or assigns, to immediately initiate or resume foreclosure on its Mortgage and allow the purchaser of the mortgaged premises at Sheriff's Sale (or purchaser's assignee) to take any/all legal or consensual action for enforcement of its right to possession of, or title to, the mortgaged premises.

Respectfully submitted,

/s/ Sarah K. McCaffery
Richard M. Squire, Esq.
M. Troy Freedman, Esq.
Sarah K. McCaffery, Esq.
Chandra M. Arkema, Esq.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
215-886-8790
215-886-8791 (FAX)
rsquire@squirelaw.com
tfreedman@squirelaw.com
smccaffery@squirelaw.com
carkema@squirelaw.com
Attorney for Movant

Dated: 08/23/2019